



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website <https://www.sweet.education> (**the site**). These terms govern the Sweet Education staff, students and tutors/teachers (together "you, your") access to and use of our site and its content, our software, the educational materials we provide to Students (**Course Materials**), and services (together the "**Products**") and any work, information, text or graphics of any kind a Student submits to the site ("**Student Content**").

Who we are and how to contact us

<https://www.sweet.education> is a site operated by Sweet Education Limited ("We, our, us"). We are a company limited by shares registered in England and Wales under company number 12337785 and have our registered office at Ocean Park House, East Tyndall Street, Cardiff, Wales, CF24 5ET.

To contact us, please email info@sweet.education or telephone our customer service line on 02920474060.

By using our site you accept these terms

By using our site and Products, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site or Products. We recommend that you print a copy of these terms for future reference. You are responsible for your use of the Products. Students are responsible for any Student Content submitted.

We may make changes to these terms or to our site

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We do not guarantee that our site or Products will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site or Products for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.



Our site is only for users in the UK

Our site is directed to people residing in the United Kingdom and to persons that agree to use our services in international schools in other jurisdictions. Our site and products are not directed at any person in any jurisdiction where for any reason the publication or availability of this site is prohibited, and such persons must not access the site or Products. We do not represent or warrant that this site or our Products is appropriate for use or permitted by local laws in any jurisdictions. If you access our site or Products, you are responsible for compliance with local laws or regulations.

You must keep your account details safe

If you choose, or are provided with, a user identification or password or any other piece of information as part of our security procedures, you must treat such information as confidential. You are responsible for safeguarding your user identification and password and you must not disclose it to any third party. You must notify us immediately at info@sweet.education if you become aware of any breach of security or unauthorised access to your account.

We have the right to disable any user identification that is not lawfully available for use or is vulgar or obscene.

We have the right to disable any user identification or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

How you may use the Products and Content on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You retain all of the ownership rights in any content you upload, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties for the purpose of us providing you with the services.

You may print off copies, download and save any Course Materials from our site that are available to you for your use in connection with our services.

You must not modify any Course Materials you have printed off or downloaded in any way except where specified in the Course Materials.



You must not use any part of the Course Materials on our site for commercial purposes without our prior written consent.

If you print off, copy or download any Course Materials or other Products from our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the Course Materials or Products you have made.

Uploading content, Student Content to our site and acceptable behaviour

You are responsible for your use of the site and any message, text, image, graphic or any other content you upload to the site. Whenever you upload content to our site, or you make contact with other users of our site, including but not limited to teachers or tutors (the 'Assessors'), Sweet Education staff, Sweet Education Verifiers (the 'Verifiers') and students learning through the site (the 'Students'), you must comply with the content standards set out below. You may use our site only for lawful purposes.

You may not use any unacceptable behaviour when using our site, including:

- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download or submit any content which is not yours and has been created by anyone other than you
- To transmit or send any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To reproduce, duplicate or copy any Product for re-sale.
- To use any sexual language or imagery
- To troll, insult or use defamatory comments or language against other users of the site



- To publish private information about other individuals or institutions without explicit permission

We are not responsible for any content and/or information which you post, send or upload onto the site and we have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards. We reserve the right to terminate any user account who breaches the provisions of this clause.

Users are responsible for watching out for any unacceptable behaviour or content and bringing it to our attention by emailing info@sweet.education

Any content you upload to any public page on our site will be considered non-confidential.

Rules about linking to our site

Educational institutions may link to our home page, provided that it is done so in a way that is fair and legal and does not damage our reputation or take advantage of it.

We reserve the right to withdraw linking permission without notice.

Courses

It is your responsibility to be compliant with any course entry requirements and it is the Students responsibility to meet the proficiency levels required to pass the relevant course or unit. We accept no liability should any Student be deemed to have not met the sufficient standard to meet the necessary criteria to pass the relevant course or unit.

Once you are registered on a course, you have five years from the date of registration to complete the course and the course can be completed at any time within this five-year period. If you move secondary education institution for any reason within this five-year period, you may continue with the course providing the secondary education institution to which you move agrees to assist with delivering and assessing the course. We have no liability to you to provide the course where a secondary education institution refuses to assist with and deliver a course or terminates their agreement with us to assist with and deliver a course.

If you leave a secondary education institution and enrol in a further education institution, you may continue with a course providing the further education institution agrees to assist with and deliver the course.



If you decide to take leave from your course or withdraw from your course altogether, you must notify us by contacting info@sweet.education.

As Verifiers, our decision on whether you have met the necessary criteria to pass the relevant course, unit or assessment criteria is final. You have the right to appeal the outcome of an assessment by making an appeal in accordance with our Appeals Policy, which is provided above.

All coursework must be uploaded to the Assessor via the upload facilities provided on the site. We have no liability for any Course Materials or Student Content that has not been properly saved or uploaded. It is the Students responsibility to ensure that all Course Materials and Student Content is saved.

It is the Students responsibility to read any student handbooks, Assessor messages and/or emails and any other information or resources that are provided to the Student or made available through the site.

Safeguarding

Our course materials may contain subjects, topics or information that some students may find distressing, disturbing, upsetting or challenging, for example, suicide and baby loss. Students have discretion as to whether they access this content by opting in or opting out of the relevant topic.

Where a Student opts out of a topic, an alternative activity may be allocated, and the Assessor shall determine that sufficient evidence or information has been provided by the Student to meet the alternative activity assessment criteria. For guidance, please contact us at info@sweet.education.

We have no liability to any Student for any distress caused where the Student has opted in to access any content they find distressing.

Original Work

Students are responsible for any content they upload to the site. Students must confirm that any work uploaded or submitted is their own and they must tick a pop-up box to confirm. It is the responsibility of the Students to ensure that they do not undertake any form of cheating, plagiarism or other form of unfair advantage. We reserve the right to withhold the accreditation where, in our reasonable opinion, we suspect a student has submitted work that is not their own.

For further information, see the link provided above to our Malpractice and Maladministration policy.



Certification

When a student has successfully completed their course, a certificate will be ordered from the appropriate awarding body. We have no liability for the time the awarding body takes to issue the certificates, which will depend on their internal procedures.

Certificates will be posted to the Relevant secondary education institution and it is their responsibility to distribute the certificates to the Students.

Assessors and Verifiers

It is the responsibility of the Student to ensure that work is submitted on time and in an appropriate manner. Assessors will provide feedback on Students' work and will assess the work against the relevant assessment criteria.

Verifiers are responsible for assessing a sample of the Students work submitted to them by an Assessor. Verifiers can exercise discretion to amend the assessment decision of an Assessor if, in its reasonable opinion, it determines a different assessment decision should be made. Verifiers also provide Assessors with support with registration and certification.

More information can be found in our Internal Verification policy.

Information on this site and links to third parties

We shall ensure the Products meet a satisfactory level of quality; however, we do not guarantee that they will be error free. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

This site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Where our site contains links to other sites and resources provided by third parties, for example, BBC Bitesize content, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or



information you may obtain from them. We have no control over the contents of those sites or resources.

Limitation of our liability to you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, for any breach of obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982 or fraud.

We make no statement about the suitability of the content, information and services contained on, or accessed via, the site. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest extent permitted by law

We have no liability to any learning institution for any losses which were not caused by our breach or for any unforeseeable losses, loss of profit, loss of business, business interruption, or loss of business opportunity.

Other than in respect of liability for death or personal injury arising from our negligence, we shall not be liable for any indirect or consequential loss or damage whatsoever (including without limitation, any loss of profit, loss of revenue, loss of opportunity or any liabilities or agreements you may have with third parties) which you may suffer arising out of or in connection with your use of this site.

We do not guarantee that:

- (a) use of the site will be compatible with all hardware and software,
- (b) use of the site will be uninterrupted or error or virus free,
- (c) use of the site will deliver any specific outcome for its users,
- (d) emails or other chat facilities will not be intercepted by third parties; or
- (e) defects on the site will be corrected.

You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the Site on any device.



Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by English and Welsh law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.